



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

communication to the promisee rather than to hold the breach complete where the promisor sends a message, as was done in *Wester v. Casein Co.*, *supra*. This rule is necessary in view of the cases holding that no repudiation is a completed breach until acted on by the promisee. See *Rubber Trading Co. v. Manhattan Rubber Co.*, 221 N. Y. 120, 116 N. E. 789; *Zuck v. McClure & Co.*, 98 Pa. 541. See 3 WILLISTON, CONTRACTS, § 1332.

CONTRACTS — RESTRAINT OF TRADE — VALIDITY OF RESTRICTION AGAINST COMPETITION IN EMPLOYMENT CONTRACT. — The plaintiff carried on business at K., as a draper, tailor and general outfitter. He entered into a contract with the defendant to employ him as head cutter subject to dismissal upon a month's notice. The defendant agreed that upon the termination of his employment he would not thereafter carry on the trade of tailor, draper, haberdasher or milliner at any place within a radius of ten miles of K. Later the defendant set up business as a tailor in breach of the covenant. The plaintiff prays an injunction according to the tenor of the defendant's covenant. *Held*, that the injunction be denied. *Attwood v. Lamont*, [1920] 3 K. B. 571.

It is generally agreed that a contract unreasonably restraining trade will not be enforced. Accordingly an employer is not entitled to a covenant going beyond what is necessary to prevent the employee from exploiting trade secrets and the good will of the business. *Eastes v. Russ*, [1914] 1 Ch. 468; *Morris v. Saxelby*, [1916] 1 A. C. 688. On the other hand reasonable restraints are valid. *Diamond Match Co. v. Roeber*, 106 N. Y. 473, 13 N. E. 419; see *Mumford v. Gelling*, 7 C. B. (N. S.) 305, 319. And even though a contract is wider than is permitted, if it is divisible the courts will enforce the valid portion of it. This is true where the restraint in the aggregate covers an excessive territory. *Smith's Appeal*, 113 Pa. St. 579, 6 Atl. 251; *Trenton Potteries Co. v. Oliphant*, 58 N. J. Eq. 507, 43 Atl. 723. So also where the number of occupations embraced is too great. *Bromley v. Smith*, [1909] 2 K. B. 235. Apparently the principal case would come under this head. But recent English cases have shown great hostility to contracts restricting the freedom of action of discharged employees and have thrown doubt on the rule of severance as applied to such contracts. See *Goldsoll v. Goldman*, [1914] 2 Ch. 603, 613; *Mason v. Provident Clothing & Supply Co.*, [1913] A. C. 724; *Morris v. Saxelby*, *supra*. But cf. *Eureka Laundry Co. v. Long*, 146 Wis. 205, 131 N. W. 412. The reason for distinguishing between contracts of employees and those of vendors is found in the weakness of the bargaining position of the former. Following this trend of the law the court in the principal case refuses to regard the illegal contract as divisible and refrains from carving out one that the employer might legally have made. The tone of the opinion is paternal. But the equitable rules as to mortgages, fraud and penal bonds show this is no novelty to a court of equity.

CORPORATIONS — CORPORATE POWERS AND THEIR EXERCISE — VALIDITY OF DONATIONS BY A CHEMICAL COMPANY TO UNIVERSITIES AND SCIENTIFIC INSTITUTIONS. — The defendant company was incorporated to engage in the manufacture of chemicals. The stockholders by resolution authorized a large donation to the universities and scientific institutions of the country in furtherance of scientific education. It appears as a fact that the donation would increase the supply of scientifically trained men available for the company's employment. The plaintiff seeks to enjoin the donation as *ultra vires*. *Held*, that the proposed donation is valid. *Evans v. Brunner, Mond, & Co.*, [1920] L. J. 432 (Ch. D.).

It is well settled that a corporation has in addition to its main powers such implied and incidental powers as are needful and appropriate to effectuate its express purposes. *People v. Pullman Co.*, 175 Ill. 125, 51 N. E. 664; *Central*